

MASTER CONTRACT BETWEEN

THE BENNETT COMMUNITY SCHOOL DISTRICT

AND

THE BENNETT EDUCATION ASSOCIATION

FOR THE 2007-2008 SCHOOL YEAR

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THE BENNETT EDUCATION ASSOCIATION
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PREAMBLE

The Board of Director of the Bennett Community School District, hereinafter referred to as the "Board" and the Bennett Education Association, hereinafter referred to as the "Association", hereby agree as follows:

**ARTICLE I
RECOGNITION**

1.1 Recognition Statement - The Board hereby recognizes the Association as the certified bargaining representative for all personnel set forth in the P.E.R.B. certification instrument (Case #424) issued by the P.E.R.B. on the 7th day of November, 1975, as thereafter amended from time to time by written agreement of the parties, excluding, notwithstanding and foregoing, the Superintendent, building administrators, teacher aides, transportation employees, maintenance employees, secretarial employees, food service personnel, and all other persons excluded by reasons of Section 4 of the Iowa Public Employment Relations Act.

1.2 Definition Statement - The term "employee" as used in this agreement shall mean all permanent full-time and regular part-time professional employees of the Board.

ARTICLE II GRIEVANCE PROCEDURE

2.1 Grievance - A "grievance" is a claim by an employer or group of employees that there has been a violation, misapplication, or misinterpretation of any provisions of this Agreement.

2.2 Questions or Complaints - An attempt shall be made to resolve any questions or complaints in an informal discussion between the employee and the building administrator. If requested by the employee, the Association shall be notified and participate in this informal discussion.

2.2.1 It is understood that an informal answer or adjustment of a question or complaint concluded between an employee and the building administrator shall not establish a precedent in any comparable situation.

2.3 Special Procedures

2.3.1 The number of days indicated at each step shall be considered as a maximum, subject to extension by mutual written agreement of the parties.

2.3.2 Grievance procedures after the last student day of the school year shall be the same as those prescribed herein with the exception that "working days" shall be considered to be weekdays (Monday, Tuesday, Wednesday, Thursday, Friday).

2.3.3 The failure of an employee (or in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits shall act as a bar to any further appeal, and an administrator's failure to render a decision within the prescribed time limits shall permit the grievant to proceed to the next step.

2.3.4 Any investigation, handling or processing of a grievance by a grievant, the Association, or the administration, shall be conducted so as not to result in interference with, or interruption whatsoever of, the instructional program and related work activities of the grievant or other members of the bargaining unit.

2.3.5 All grievances, if retained for any reason, shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

2.3.6 In the event of the employer not engaging a Superintendent on a full time basis for the current school year, the grievance procedure shall be altered as follows:

Step 1 - grievance shall be filed with the building administrator; Step 2 - appeal to the school board; Step 3 - submit to arbitration.

2.4 First Step - If a question or complaint is not resolved informally, the employee may file a grievance in writing with the building administrator within five (5) working days after the date of the occurrence of the event giving rise to the grievance.

2.4.1 The written grievance shall state the nature of the grievance, shall note the specific clauses of this Agreement which have been violated, misrepresented or misapplied, and shall state the remedy requested.

2.4.2 Within five (5) working days after the administrator receives the written grievance, a meeting shall be held with the grievant at a mutually agreeable time to discuss the alleged grievance and attempt to resolve the same.

2.4.3 The administrator who has authority to make decision on a grievance shall render such decision on the grievance and communicate it in writing to the grievant and the superintendent within five (5) working days following the meeting between the administrator and the grievant.

2.5 Second Step - In the event a grievance has not been satisfactorily resolved at the first step, the grievant, if he or she so desires, may file an appeal of the administrator's answer within five (5) working days of said written decision with the superintendent.

2.5.1 Within five (5) working days after the written grievance is appealed, the grievant and the Association's representatives, if any, shall meet with the superintendent and the administrator. The superintendent shall file an answer within five (5) working days of the second step grievance meeting and communicate the same in writing to the grievant, the building administrator and the representative of the grievant, if any.

2.6 Third Step - If the grievance is not resolved satisfactorily at step two, the grievance may proceed to step three. Grievances which have been processed through the preceding steps of the procedure and only such grievances may be submitted to impartial, binding arbitration, as provided below:

- 2.6.1 The grievant or representative may submit in writing a request to enter into such arbitration. If a request for arbitration is not filed within five (5) working days of the date of the second step answer, then the grievance shall be deemed settled on the basis of the second step answer. The arbitration shall be conducted by an arbitrator to be selected by the two parties within five (5) working days after said notice is given. If the two parties fail to reach agreement on an arbitrator within five (5) working days, the Federal Mediation and Conciliation Service (FMCS) shall be requested to provide a panel of five arbitrators. This request shall be in the form of a written communication from the grievant and/or the Association which shall serve as a joint request. Each of the two parties shall alternately strike one name at a time from the panel until one shall remain. The remaining named person shall be the arbitrator.
- 2.6.2 The decision of the arbitrator regarding a grievance under this Agreement shall be binding to the parties. Arbitration shall mean the hearing and determination of a case in controversy under the rules of the Public Employment Relations Board which shall act as administrator of the proceedings.
- 2.6.3 The arbitrator shall have no power to alter, amend, modify, nullify, ignore, change, detract from, or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board and the Association or the grievant, and his/her decision shall be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement to the settlement of issues and grievances arising hereunder.
- 2.6.4 Each party shall bear its own costs and expenses of the arbitration proceedings including the fee of the arbitrator, which shall be shared equally by the Board and the grievant.
- 2.7 Waiver - If the Association or any employee files a claim or complaint in any form other than under the grievance procedure under this agreement or requests a hearing pursuant to Chapter 279, Code of Iowa, 279.13, 279.19, and through and including 279.27, then the school district shall not be required to process the same claim or set of facts through the grievance procedure.

ARTICLE III

DUES DEDUCTION

- 3.1 Authorization - Any employee who is a member of the Association, or who has applied for membership, may sign an assignment authorization payroll deduction of Association dues.
- 3.2 Scope of Authorization - Authorization cards shall be provided by the Association. The term "Association dues" applies to the yearly costs of membership in the local, state and national Associations, respectively, and shall not include or incorporate miscellaneous items, including, without limitation, initiation fees, special assessments, delinquent dues, fines, or other comparable items.
- 3.3 Association Responsibility - The Association shall provide such information as the superintendent may request to enable the Board to properly administer the dues deduction program.
- 3.4 Regular Deduction - Pursuant to a deduction authorization submitted prior to September 5th, the Board shall deduct one-twelfth (1/12) of the total dues from the regular salary check of the employee each twentieth (20th) day of each calendar month commencing with the twentieth (20th) day of September and ending August twentieth (20th) of each year.
- 3.5 Termination of Deduction - Any employee who terminates employment and/or Association membership prior to the completion of the contract year shall file the appropriate cancellation form with the payroll department of the District. Any employee may terminate an authorization for such deduction upon thirty (30) days prior written notice to the District and the Association.
- 3.6 Transmission of Dues - The Board shall promptly transmit to the Association the total monthly deduction for dues, and a listing of the employees for whom such deduction was made.

- 3.7 Other Payroll Deductions - Upon appropriate written authorization from an employee, the Board shall deduct from the salary of any employee and make appropriate remittance for tax-sheltered annuity contributions provided such written authorization is received reasonably in advance of the date with respect to which an annuity payment is due. An employee may terminate the foregoing voluntary deduction program at any time by filing an appropriate cancellation form reasonably in advance of the deduction date with the payroll department of the District.
- 3.8 Indemnity - The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators from and against any and all claims, costs, suits, or other forms of liability, including reasonable attorney's fees and court costs, arising out of the application or administration of the provisions of this Article with respect to dues deduction.

ARTICLE IV

SALARIES

- 4.1 Schedule - The salary of each employee is covered by the regular salary schedule set forth in Schedule "A" which is attached hereto and by reference made a part hereof.
- 4.2 Placement on Salary Schedule - Any employee hired prior to the commencement of school in any school year shall be given full credit for one level of service on the salary schedule for that given school year. Any employee hired after the first day of school who works one semester or ninety-five (95) consecutive paid days, whichever is greater, during the year shall be given full credit for one year of service toward the next increment level for the following year.
- 4.2.1 Credit up to and including six (6) years of experience (seventh level on the salary) may be given for existing outside teaching experience in a duly accredited school upon initial employment, for applicable military service, or for other considerations determined sufficient by the Board.
- 4.2.2 Years of experience in excess of six (6) may be granted for unusual and/or extenuating circumstances with prior consent of the Bennett Education Association officers.
- 4.3 Return to the District - Any employee with previous teaching experience in the District within the past ten (10) years shall be restored to the next position on the salary schedule above that at which he or she left upon returning to the District, providing said employee continues teaching in the same subject area that they taught at Bennett.
- 4.4 Salary Schedule Advancement
- 4.4.1 Employees shall advance on the salary schedule one (1) level vertically for the 2007-2008 contract year and each subsequent year of this Agreement, subject to the right of the District to withhold salary increases for inadequate performance. A salary increase shall not be withheld unless the employee is notified in writing on or before March 15th of the deficiency, and given reasonable opportunity to correct such deficiency. Said employee shall have the right to a private hearing with the Superintendent and Board concerning action contemplated before final disposition is made.

- 4.4.2 An employee on the regular salary schedule who moves horizontally on the salary schedule from one degree classification to another or degree classification shall move to the corresponding eligible level on that classification.
- 4.4.3 For an employee to advance from one degree classification to another, he/she shall deliver evidence of additional educational credit, as per this Agreement and attached Schedule "A", to the superintendent no later than September 30th, or such date as is mutually agreed upon by such date.
- 4.4.4 Credit for advancement on the salary schedule shall be allowed for approved courses, provided that administrative approval is first obtained on the proper forms available in the administrative offices.
- 4.4.5 Courses must specifically relate to or be in the employee's approved area field, or in an approved educational methods course, or specifically relates to a District need agreed upon between the District and said employee.
- 4.4.6 Credit applied for a horizontal lane change on the salary schedule shall not exceed six (6) semester hours during any contract year.
- 4.5 Method of Payment - Each employee shall be paid in twelve (12) installments on the twentieth (20) day of each calendar month commencing with the twentieth (20) day of September. Employees shall receive their checks at their regular building faculty mailboxes and on regular school days. When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their paycheck on the last previous working day. Summer checks shall be mailed to the address designated by the employee. For employees new to the school district, the Board will provide at 50% salary advance on the fifth (5th) day of September.
- 4.6 Extra Assignments and Extended Contract Rate - The salary schedule is based upon the regular school calendar from time to time established by the Board. Any employee whose assignment exceeds 191 work days shall be compensated for such additional days at a per diem rate calculated upon 191 work days; provided, however, that new employees of the District shall have a work year of 192 days, beyond which the compensation for additional days shall be payable as prescribed above. The parties acknowledge that the foregoing specifies an additional contract day for all employees beyond those specified in prior contracts. The Board agrees that such additional day shall be used for employee in-service training and performance on non-instructional duties.

ARTICLE V

SUPPLEMENTAL PAY

- 5.1 Traveling Expenses of Employees - Employees who are requested by the superintendent or his/her designee to attend meetings peculiar to their positions or assignments shall be reimbursed for such travel at the highest legal rate, conditioned upon such employee securing prior administrative approval for such travel. An equivalent allowance shall be given for the use of personal cars for field trips.
- 5.2 Substitute Pay - Teachers will be reimbursed \$15.00 per class for covering other teacher's classes during their preparation time. This payment is based upon additional supervision from normal daily assignment.

ARTICLE VI

INSURANCE

- 6.1 Health and Major Medical Insurance - The Board shall maintain the existing hospitalization and health insurance benefits including major medical protection for full-time employees and their eligible dependents. Coverage for regular part-time employees is limited to the employee only. The Board of Education has the discretion to increase coverage for part-time employees to an agreeable level pending upon extenuating circumstances.
- 6.2 Insurance - The Board of Education shall provide a ten thousand dollar (\$10,000) term life insurance policy, paid to the beneficiary of the employee's choice, on each full-time certified employee; subject to the limitations by the insurance carrier as chosen by the Board.
- 6.3 Insurance - The Board shall provide long-term disability insurance for each full-time certified employee, subject to the following limitations and the limitations of the carrier as chosen by the Board:
- a. one hundred twenty (120) days (calendar) waiting period.
 - b. no more than sixty percent (60%) of the covered wage, with a two thousand dollar (\$2,000) per month limit.
- 6.4 Continuation of Group Health Coverage for Qualified Persons - as provided by Title X of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) and Board Policy 402.6, qualified employees may continue to receive, at their own expense, group health insurance after it would normally end provided specified qualifications and requirements of the Act and Board Policy are met.

ARTICLE VII LEAVES OF ABSENCE

- 7.1 Sick Leave - Employees shall be granted a leave of absence for medically related disabilities with full pay as prescribed in Chapter 279.40 of the Code of Iowa (1979), conditioned upon presentation of a statement by a duly licensed physician that the employee is disabled when such statement is verbally requested by the superintendent or his/her designee at the time the employee notifies of such absence, and is accompanied by a verbal statement of the necessity for such statement. Sick leave shall be cumulative to a maximum of one hundred twenty (120) days for consecutive years of employment. A record of accumulated sick leave days shall be recorded on the monthly paycheck stub. Once any employee accumulates sick leave to one hundred twenty (120) days, of the fifteen (15) days allowed for the following year, any unused sick leave up to ten (10) days shall entitle the employee to be paid in June, \$10.00 per day for said unused sick leave.
- 7.2 Extended Leave - The Board may, at its own discretion, agree to a leave of absence without pay in the event of extended illness.
- 7.3 Personal Business Leave - Leaves of absence may be granted for personal business up to two (2) days per year, as approved by the superintendent or his/her designee, for business that cannot be conducted outside school hours. This leave is cumulative up to three (3) days per year and may not be used during the first or last week of the school year. Exceptions to this may be granted at the discretion of the superintendent. Personal business leave may be denied when more than two teachers request such leave for the same date, and shall be granted on a first-come, first-service basis. Employees shall notify the superintendent or building administrator at least three (3) days in advance of the taking of such leave except in cases of extreme emergency. All approved personal days will be granted in a minimum of half-day increments.
- 7.4 Jury Duty Leave - If any employee is called for jury duty, he or she shall continue to receive salary compensation for the period of such absence, less the amount of compensation payable to him or her for such service. Application for leave for jury duty shall be made to the superintendent or his/her designee in writing no more than three (3) working days following the date of receipt of notice of such service. The superintendent may require the affected employee to apply to the court for a change of date for jury service to a non-instructional period as a condition of payment in the event such change is not granted.

- 7.4.1 When dismissed on either a temporary or permanent basis, the individual shall report immediately to work for the remainder of the school day unless excused by the superintendent or his/her designee because of lack of time in the remainder of the day as per this Agreement.
- 7.5 Association Leave - Paid leave of absence for one employee for attendance at the affiliate delegate assembly for two days during the school year shall be granted; and two unpaid days during the school year shall be granted for one employee to attend conferences, conventions, or other activities, or other activities of the state and national affiliated organizations, provided the Association reimburses the school district for the cost of obtaining a substitute teacher. Twenty working days prior written notice shall be given to the superintendent.
- 7.6 Bereavement Leave - Full-time certified employees shall be granted six (6) days bereavement leave per year. This leave shall be granted without loss of pay, but shall not be cumulative.
- 7.7 Unpaid Leave - Other temporary leave of absence without pay may be granted upon application therefore in writing to the building administrator.
- 7.7.1 Leaves of absence without pay will not be granted during the first or last weeks of the school year or on the day before or after a holiday, unless in an extreme emergency, a situation that is beyond the control of the employee, or calendar changes made during the contract year.
- 7.7.2 Leaves of absence without pay must be applied for three days in advance of the anticipated absence unless in an extreme emergency.
- 7.7.3 Leaves of absence without pay will generally not be granted for family vacations or trips.
- 7.8 Family Illness Leave - Full-time certified employees shall be granted four (4) days per year for illness in the immediate family. Additional use of up to two (2) days of personal illness leave (ref. #7.1 - Sick Leave) for immediate family illness will be allowed. Immediate family shall include spouse, children, mother, father, sister or brother. This leave shall be granted without loss of pay, but shall not be cumulative.

ARTICLE VIII

EMPLOYEE HOURS

- 8.1 Hours of Work - The workday for full-time employees shall begin at 7:45 A.M. and end at 3:45 P.M. On Fridays and days preceding holidays or vacation periods, the workday shall end fifteen (15) minutes after the students are dismissed.
- 8.2 Lunch Periods - All employees shall have a duty-free lunch period equal in length to that of their students, unless in cases of emergency, extreme need or need for supervision. Employees may leave the building during such duty-free lunch periods upon signing out in the office of the building administrator.
- 8.3 Meetings - Employees may be required by the superintendent or his/her designee to remain after the end of the regular working day without additional compensation for the purpose of attending faculty or other professional meetings for a maximum of four (4) days per month, provided however, that the aggregate number of hours per quarter for such meetings shall not exceed an average of three (3) hours per month. Such meetings shall extend no later than 5:00 P.M. on a workday. If additional time for such meeting is required, students shall be dismissed early.
- 8.4 In-School Work Year - The in-school work year for employees contracted for the regular school year shall not exceed 190 days (191 days for employees new to the district). These days shall include 179 teaching days, four (4) paid holidays, and seven (7) in-service/parent-teacher conference days. (Two (2) of the seven (7) in-service/parent-teacher conference days may be used as additional teaching days.)
- 8.4.1 Holidays - The regular and extended contract of employees shall include four (4) paid holidays. Such holidays shall be: Labor Day, Thanksgiving Day, Christmas Day, and President's Day.

ARTICLE IX

STAFF REDUCTION PROCEDURES

- 9.1 When a reduction in staff is deemed necessary by the District, it shall first attempt to accomplish the necessary reduction by normal attrition. In the event necessary reduction of staff cannot be accomplished adequately by attrition, given the necessity to hire and/or maintain the most competent and qualified staff available in the interest of perpetuating the highest quality educational program possible, the administration shall base its decision as to resulting contract renewals on the relative skill, ability, competence, curricular and co-curricular requirements of the District (including, but not limited to, programs specifically funded by State or Federal monies) and qualifications of available teachers to do the available work. If a choice must be made between two or more, contract renewable shall be given to the teacher with the greater full-time continuous service with the District.

ARTICLE X

HEALTH AND SAFETY PROVISIONS

- 10.1 Physical Examinations - Physical examinations shall be required of all certificated personnel upon their initial appointment. Forms for examinations shall be provided by the District and the cost shall be borne by the District to a maximum of thirty-five dollars (\$35) per examination.
- 10.2 Employee Equipment - Employees shall be held responsible for the proper use and care of all clothing, equipment and devices provided to the employee. Employees shall be responsible for replacement of lost or damaged clothing, equipment and devices resulting from the negligent acts of omissions of the employee. Employees desiring to replace any clothing, equipment or devices must return the used items to be replaced.
- 10.3 Use of Reasonable Force - An employee acting within the scope of his/her employment may use and apply such lawful amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self-defense, for the protection of persons or property.
- 10.4 Legal Action Against an Employee - Employees shall be covered under the Board's "errors and omissions" liability policy for any civil actions commenced against an employee because of employee actions within the scope of employment and pursuant to Board policy, subject to such exclusions as may be specified in the liability policy then in force. The Board assumes no responsibilities or liability for punitive or exemplary damages.
- 10.5 Assault Upon an Employee - The Board will work with an employee and law enforcement officials to document any assault upon an employee. In the event of injury to the employee as a consequence of such assault, such employee will be entitled to leave with pay under the provisions of Sick Leave, Section 7.1 of this Agreement, to the extent of his or her accumulated leave days. All assaults shall be immediately reported to the superintendent.

ARTICLE XI

EMPLOYEE EVALUATION PROCEDURES

- 11.1 Formal Evaluation Procedures - The classroom teaching performance will follow the Professional Staff Evaluation Model as approved by the Board of Education on April 11, 2005. This evaluation model consists of three tiers: Tier I - New Bennett Community School Teachers; Tier II - Professional Growth System; and Tier III - Intensive Staff Assistance Plan.

This evaluation model will be reviewed with staff prior to October 1st, with building administrator meeting with all staff members to review job performance expectations and evaluation timelines. At this time, the administrator will also provide staff with copies of all evaluation guidelines, forms, timelines, criteria, and procedures.

- 11.2 Personnel Files - Each employee shall have the right to review the contents of his personnel file in the presence of an administrator within two working days of a request. The employees shall have the right to respond to all materials contained in said file and to any materials to be placed in said file in the future. Such employee responses shall become part of said file. Any complaints from a non-employee of the District directed toward an employee which are placed in his/her personnel file shall be promptly called to the employee's attention, in writing. Letters of commendation will remain in the personnel file permanently and shall not be removed.

- 11.3 Personnel File Reproduction - The employee shall have the right to have reproduced and receive any of the contents of his personnel file, except closed credentials or letters of reference, within two working days of the request and at the expense of the employee; provided however, that the District shall provide each employee, upon request, one (1) complete set of such employees' annual evaluation, at no cost to the employee.
- 11.4 Evaluation Grievance Procedure - All employee's evaluations are to be fair and accurate. An employee who has been evaluated has the right to grieve an evaluation as unfair, unjust, or inaccurate through the grievance procedure set forth in this contract, under the following provisions:
- 1) The first step of the grievance is filed within five (5) days of the employee's receipt of the written evaluation,
 - 2) Probationary employees (as defined in Chapter 279 of the Iowa Code) may file grievances concerning their evaluation. Terminated probationary employees who are reduced under Article IX and whose reduction is not based on the evaluation of their performance shall not be reinstated by a grievance Arbitrator under the provision of this section of Article XI.

ARTICLE XII

LICENSED PERSONNEL CONTRACT RELEASE

- 12.1 Licensed employees who wish to be released from an executed contract must give thirty (30) days notice to the superintendent. Licensed personnel may be released at the discretion of the board. Only in unusual and extreme circumstances will the Board release a licensed employee from a contract. The Board shall have sole discretion to determine what constitutes unusual and extreme circumstances.

Release from a contract shall be contingent upon finding a suitable replacement. Licensed personnel requesting release from a contract after it has been signed and before it expires may be required to pay the Board up to \$500 for expenses incurred to locate and hire a suitable replacement. Upon written mutual agreement between the employee and the superintendent, the costs may be deducted from the employee's salary. Payment of these costs shall be a condition for release from the contract in the discretion of the Board. Failure of the licensed employee to pay these expenses may result in a cause of action being such the Board will not release the licensed employee from his/her contract until the specified costs have been paid. The Board will file a complaint with the Board of Educational Examiners against any licensed employee who leaves without proper release from the Board.

ARTICLE XIII

DURATION

- 13.1 Duration Period - This Agreement shall be effective as of July 1, 2007 and shall continue in effect until June 30, 2009, provided, however, that Section 4.1 of the Article IV (including schedule "A") and Section 6.1 of the Article VI may be opened for negotiations for the year commencing July 1, 2008 and ending June 30, 2009 under the procedures set forth in Chapter 20, Code Iowa.

The balance of the 2007 through 2008 Duration Article will remain the same except for the signatures and the date affixed in section 13.3.

- 13.2 Finality - During the life of this Agreement, neither the Employer nor the Association will be required to negotiate on any further matters affecting this Agreement or any other subjects not specifically set forth in this Agreement.
- 13.3 Signature Clause - In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon all on the ____ day of _____.

BENNETT EDUCATION ASSOCIATION

BENNETT COMMUNITY SCHOOL DISTRICT

B.E.A. PRESIDENT

BOARD PRESIDENT

CHIEF NEGOTIATOR

CHIEF NEGOTIATOR

DATE

DATE